

# IT-QED - TERMS AND CONDITIONS OF TRADING

## 1 GENERAL

In these terms and conditions of trading 'IT-QED' means IT QED Limited (06607745). 'The Buyer' means the company or individual to whom IT-QED agrees to supply goods. 'Goods' means any equipment, products or services supplied by IT-QED. These terms and conditions shall apply to all contracts entered into between IT-QED and the buyer unless agreed to the contrary in writing by a Director of IT-QED.

## 2 ORDERS

All orders are subject to availability of goods and to written acceptance by IT-QED. Any prior indications by IT-QED by telephone, letter, E-mail, facsimile or verbally shall be provisional only.

## 3 PRICES

Catalogues, price lists, videos and other advertising or promotional material are intended to provide an indication as to the price range and dimensions of goods offered by IT-QED and no variations shall give rise to a claim against IT-QED. IT-QED reserves the right to pass on to the buyer any increase or decrease in the costs of providing the goods that occur between the date of the quotation and delivery.

## 4 MANUFACTURER'S SPECIFICATION

The buyer recognises that IT-QED is a reseller of goods. Although IT-QED will try to notify the buyer of any variations of which it is aware the buyer accepts that IT-QED cannot be accountable for the consequences of any variations made by the manufacturer or shortage of supplies.

## 5 SOFTWARE PRODUCTS

In accordance with trade practice many manufacturers or suppliers of computer software products and similar goods retain title to the copyright and other intellectual property rights. IT-QED only transfers such titles as it may have and no warranties expressed or implied are given as to whether or not the intended use is permitted by the owner of such rights. IT-QED does not warrant the suitability of any software for the buyer's needs.

## 6 DELIVERY

1 Dates and times quoted by IT-QED for delivery run from the receipt by IT-QED of a written order or from resolution of technical details whichever is the later. All dates and times quoted are estimates and any delay in meeting delivery dates will not give rise to a right to cancel the order.

2 Offers for goods ex-stock are subject to the goods being unsold at the time of receipt of the buyer's order or resolution of technical details whichever is the later.

3 Unless specifically included in the quotation, prices quoted do not include delivery and any delivery charges incurred by IT-QED will be passed to the buyer.

4 IT-QED reserves the right to make part deliveries. Any request by the buyer for IT-QED to delay or split delivery may result in a stockholding charge and any additional cost incurred by IT-QED being debited to the buyer.

## 7 PAYMENT

1 Unless agreed to the contrary in writing all invoices are payable before shipment of the goods or against pro-forma invoice whichever is the earlier. If the buyer is an approved account holder invoices are payable net, (and any right of set off is hereby excluded) not later than the 10 days following the date of the invoice.

2 If the buyer fails to make payment as provided for above IT-QED shall have the right (in addition to any other remedies) to charge interest on overdue accounts at rate of 2% per month or part thereof until payment is received.

## 8 FORCE MAJEURE

IT-QED shall not be liable for any loss whatsoever suffered by the buyer in the event of cancellation of the agreement to supply goods if the supply of goods would be illegal, contrary to manufacturers conditions of sales or impossible for IT-QED to perform.

## 9 INSOLVENCY

In the event that the buyer is declared insolvent or compounds with its creditors or has distress levied against its goods or assets or has a Receiver appointed IT-QED shall have the right to suspend deliveries until payment has been made for goods already supplied and for all outstanding orders.

## 10 TITLE AND RISK

1 Risk in the goods shall pass to the buyer at the time of delivery to or collection by the buyer or its agent whichever is the earlier.

2 Legal and beneficial ownership of the goods shall remain with IT-QED until it has received payment in full for the goods. Until that time the buyer accepts that it holds the goods in a fiduciary relationship as IT-QED's bailee and will store the goods so as to identify them as the property of IT-QED and keep them free from any charges.

3 Even before title passes the buyer may sell and deliver the goods to a third party but only on behalf of and to the account of IT-QED. Until IT-QED has been paid in full for the goods the buyer shall be liable to account to IT-QED for the proceeds of sale and shall keep such proceeds (including the proceeds of any insurance claim) apart from other monies. IT-QED shall have the right to inspect any records relating to the buyer's dealings with the goods and the proceeds of sale.

## 11 WARRANTY

The Buyer recognises that IT-QED is not the manufacturer of the goods supplied. IT-QED will pass on to the purchaser all unexpired warranties it receives from the manufacturer(s) but, so far as is permitted by law, IT-QED excludes liability for any loss of any nature including consequential loss arising out of the use or supply of the goods. The buyer is advised to keep in force a maintenance contract in respect of the goods.

## 12 RETURNS

All goods shall be deemed accepted unless rejected within 7 days of delivery/collection of the goods. Notice of rejection must be in writing giving detailed reasons for rejection. No compensation, credit or right of set off shall be given by IT-QED until the same has been received by IT-QED from the manufacturer, supplier, carrier or insurer as the case may be.

## 13 RETURNS PROCEDURE

Before returning any goods to IT-QED the buyer shall:

1 Notify IT-QED by letter, E-mail or facsimile of its desire to return the goods together with the reason for the return.

2 Obtain from IT-QED written return authority (by letter, E-mail or facsimile) which will contain an identification number. This letter or a photocopy thereof must be affixed by the buyer on the outside of the packaging in a prominent position together with any consignment notes or other carriers documentation. This procedure is solely for administrative convenience and the issue of a return authority shall not be taken as an admission of any fault and/or liability whatsoever on the part of IT-QED in relation to the goods being returned. No goods shall be returned without IT-QED's prior approval.

## 14 LIABILITY

Under no circumstances will IT-QED be liable for any incidental or consequential loss (including but not limited to loss of data and loss of profits) expense or damage whatsoever. IT-QED shall indemnify the buyer for direct damage to property caused by the negligence of the IT-QED's officers attending to the equipment in accordance with a computer support agreement provided that the IT-QED's liability shall not exceed £2,000,000 for any one event or connected events. Nothing in this clause is deemed to exclude or restrict IT-QED's liability to buyer for death or personal injury resulting from IT-QED's negligence.

## 15 SEVERABILITY

If and to the extent that any provision or any part of IT-QED's standard conditions are illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provisions as the case may be all of which remaining provisions shall remain in full force and effect.

## 16 LAW

Unless otherwise agreed in writing, all contracts shall be construed and interpreted in accordance with the laws of England.